

9. INDEPENDENT CONTRACTOR STATUS. The Collector is an independent contractor and is responsible for all payroll, unemployment compensation payments, payroll withholding, payroll taxes and all insurance premiums, including workers' compensation insurance and all other performances required by applicable law from any federal or state agency for any individual providing services to the Collector for the purpose of harvesting or delivering yew bark to Hauser. Collector's EIN is _____. Neither the Collector nor any of the Collector's workers or officers are employees of Hauser. In addition, the Collector is responsible for obtaining all assumed business registrations or professional licenses required by law, and must file all applicable tax returns if the Collector performed services as an independent contractor in the year prior to _____ the year this contract is executed.

10. SUBCONTRACTS. The Collector may not subcontract any portion of its harvesting or delivery of yew bark to Hauser without the prior written consent of Hauser, to be given in Hauser's sole direction. If Hauser does so consent, Hauser may set any terms and conditions of such consent. Specifically, all workers' compensation obligations set forth herein shall be satisfied by the Collector's subcontractor and by all of such subcontractor's employees. Satisfactory proof of any required workers' compensation coverage under the terms of this agreement shall be provided by such subcontractor to Hauser prior to the commencement of any work by such subcontractor, and from time to time thereafter upon the request of Hauser.

11. HOLD HARMLESS. The Collector will indemnify and hold Hauser harmless from and against any and all claims or liabilities arising out of the Collector's performance hereunder.

12. DAMAGES OR INJURY. The Collector is responsible for any damage or injury to property or person resulting from the harvesting or delivery of yew bark to Hauser or an agent of Hauser.

13. LEGAL COMPLIANCE. The Collector, at the Collector's expense, shall promptly and completely observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements or any governmental body with respect to the harvesting and delivery of yew bark to Hauser.

14. LEGAL PROCEEDINGS. In case any legal proceeding is instituted in connection with any controversy arising out of this agreement or the enforcement of any rights hereunder, or this agreement is successfully asserted as a defense in any legal proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

HAUSER NORTHWEST, INC.

By _____

Collector

By _____

DATE

DATE

INDEMNIFICATION AGREEMENT

The indemnitor executing this agreement, as indicated below, elect exclusion coverage under the workers' compensation laws of this state. If the Collector is a corporation, each indemnitor represents that he or she is an officer and director of the Collector and has a substantial ownership interest in the Collector. If the Collector is a partnership, each indemnitor is a partner in the Collector, and if the Collector is a sole proprietorship, the indemnitor is the sole proprietor of the Collector.

In consideration for Hauser agreeing to obtain yew bark from the Collector, undersigned, and each of them, hereby waive any and all claims, demands or causes of action arising out of, or in connection with, injuries that any of the undersigned may suffer in connection with the harvesting and delivery of yew bark to Hauser, even though that injury may have been caused by the negligence of the Collector or of any of its officers and directors.

Should it be determined that the undersigned, or any of them, are subject to claims under the workers' compensation laws, or that Hauser had any obligation to provide workers' compensation for the undersigned, the undersigned, and each of them, will indemnify and hold Hauser harmless from any contributions or payments made by Hauser under the workers' compensation laws or an a non complying insurer.

The undersigned acknowledge that Hauser is able to pay a greater sum to the Collector for its supply of yew bark to Hauser because the Collector is an independent contractor rather than an employee of Hauser performing its services. For that reason, among other, Hauser has no obligation to provide workers' compensation coverage to the employees of the Collector, including the undersigned.

In the case any legal proceeding is instituted in connection with any controversy arising out of this agreement or the enforcement of any rights hereunder, this agreement is successfully asserted as a defense in any legal proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

INDEMNITOR

By _____

By _____

By _____

Specific Collector Responsibilities

1. Pacific yew Availability
 - On Private and State Lands--
Field verify information provided on Hauser Northwest's yew pre-harvest estimate form. Return a copy of the form to Hauser Northwest for entry into database.
 - On Forest Service and BLM lands--
Field verify information provided by the yew coordinators to ensure estimates are correct. Return a copy of yew pre harvest estimate to Hauser Northwest or local processor for entry into database.
2. Obtain permit in Hauser Northwest's name and a map for the area to be harvested.
3. Furnish a copy of the harvest permit to Hauser Northwest, Inc. prior to harvest. Harvest permits are issued by private landowners.
4. Obtain state operating permit, issued by the Oregon Department of Forestry. Provide a copy of the operating permit to Hauser Northwest.
5. Provide permit with map, trip ticket, and bag tags to field supervisor.
6. Oversee supervision of the harvest area to ensure that:
 - field supervisor is on site at all times.
 - harvest guidelines are being met.
 - environmentally sound harvest practices are being used.
 - yew bark is being utilized to meet or exceed Hauser standards.
 - all provisions of the landowner permit are being met.
 - accountability standards are being met including:
 - fully completing trip tickets and bag tags.
 - field weighing bags of bark.
 - attaching bag tags to bags.
 - delivering Part A of trip ticket to the local Forest Service, BLM or landowner.
 - mailing Part B back to the agency or landowner after certifying the weight.
 - operation is in compliance with all state and federal laws.
 - landowner is satisfied with the operation, and if not, see that steps are taken to correct the situation.
 - field supervisor and harvesters are working in a safe manner.
7. Receive bark delivered by field supervisors, certify weight of bags, and accept parts B, C and D of the trip ticket. Field supervisor will return unused bag tags to collector who will reissue or cancel tags.

8. A five-part trip ticket will be used for yew bark from all land ownerships. The ticket serves as authorization for harvest in a Hauser Northwest permitted area and to haul the bark harvested and must be clearly displayed in the window of the vehicle transporting bark. Part E of the trip ticket must be attached to the back of the load where it is visible and must be turned in to the processor when bark is delivered.
- It is important to note that collectors will be paid based on the information on part C of the ticket, therefore it is essential that harvest supervisors press hard when filling them out and that all tickets be accounted for.
9. Notify Hauser Northwest when harvest area is completed and when crew is ready to move to next harvest area.
10. Deliver bark to the processor, designated by Hauser.
11. Bark must be clean and free of moss, dirt, twigs, mold, etc. If bark is contaminated in any way, payment will be reduced proportionally at the processor's reasonable discretion.
12. No delivery of bark will be accepted or paid for without total compliance with permits, trip tickets and bag tags.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
Tree Load Leaves Collection Area

Pacific Yew Trip Ticket

D

JAN	Permit No. or Contract No.	Permit/Contract Termination Date
FEB	Township _____ Range _____ Section _____	Qtr Sec/Unit _____
MAR	Pounds _____	Field Weighed by _____ Print Name
APR	Pounds _____	Weight Certified by _____ Print Name
MAY	Code No. _____	Processor _____ Collector _____ Supervisor _____
JUN	Vehicle Description _____	Sta. _____ L. No. _____
	Bag Tag Numbers _____	
	Certification of Taxus brevifolia (field supervisor _____)	No. Bags in Load _____

Tree Load Leaves Collection Area
 AM 1 2 3 4 5 6 7 8 9 10 11 12 PM

⊕

E

1 2 3 4 5 6 7 8 9 10 11
 12 13 14 15 16 17 18 19 20 21
 22 23 24 25 26 27 28 29 30 31
Tree Load Leaves Collection Area

Pacific Yew Trip Ticket

JAN		JUL
FEB		AUG
MAR	Pounds _____	SEPT
APR	(field weight)	OCT
MAY	Instructions: Attach to load where clearly visible from the back of vehicle.	NOV
JUN		DEC

Tree Load Leaves Collection Area
 AM 1 2 3 4 5 6 PM
 7 8 9 10 11 12

Collector's Field Supervisor Responsibilities

Field supervisors work directly for the collector and are responsible for supervision of harvesters, collection activities and delivery of peeled bark to the collector. The field supervisor is designated by the collector and is responsible for direction and supervision of the crew on an area basis.

The field supervisor assures that his crew of harvesters adheres to regulations, laws and landowner requirements concerning bark collection. The following requirements may be required of supervisors by the collectors for whom they work:

- be on collection site at all times when crews are working.
- ensure harvest guidelines are being met.
- ensure yew bark is being utilized to meet or exceed Hauser or landowner standards.
- ensure all provisions of the landowner permit are being met.
- have a valid permit with a map attached in possession at all times.
- ensure accountability standards are being met including:
 - fully completing the following information on trip tickets and bag tags:
 - permit or contract number
 - permit or contract termination date
 - landowner name
 - Ranger District or Resource Area
 - number of bags in load
 - pounds field weight
 - name of person who field weighed bag and load
 - bag tag numbers
 - code number of processor, collector and supervisor
 - gross vehicle weight
 - vehicle description
 - license number and state
 - certification of *Taxus brevifolia*
 - punching out date and time on trip ticket.
 - field weighing bags of bark to the nearest pound.
 - attaching bag tags to bags.
 - delivering Part A of the trip ticket to the location specified by collector
- deliver bark to collector.
- ensure harvesters are working in a safe manner.

Bark must be clean and free of moss, dirt, twigs, mold, etc. If bark is contaminated in any way, payment will be reduced proportionately. No delivery of bark will be accepted or paid for without total compliance with permits, trip tickets and bag tags.

Collector Bag Tag Use

The collector is responsible for assigning sequentially numbered "bag tags" to each operation. A bag tag must be attached to each bag prior to leaving the collection site. The collector or harvest supervisor is responsible for ensuring that all information is filled out on each tag, in ink.

All bark must be field weighed and the weight recorded on the bag tag. The harvester's signature on the bag certifies that the bark is *Taxus brevifolia* (Pacific yew).

The collector must record the number of each bag tag on the trip ticket and record the trip ticket number on each bag tag. Bag tags must stay attached to bags until they are delivered to the processor.

○		
HAUSER NORTHWEST, INC.		
Bag Tag No 00000		
Trip Ticket No.	_____	
Date Harvested	_____	
Pounds	_____	
Field weight	_____	
Code No.	Processor	Collector Supervisor
Harvester	_____	
	(print name)	
Certification of	_____	
<i>Taxus brevifolia</i>	(harvester signature)	

Collector Reporting Requirements

Collectors must keep records of all supervisors and harvesters working for them. The following information must be kept to satisfy bark harvest accountability requirements.

- Harvest supervisor's name, address and business name (if any) and social security number.
- Harvester's name, address and business name (if any) and social security number.
- A list of which harvesters are working for each harvest supervisor.
- License number and vehicle description of the rig being used to transport bark, for each harvest supervisor.
- List of trip tickets and bag tags assigned to each harvest supervisor.
- Proof of Workers' Compensation, liability insurance, and Performance Bond or Letter of Credit.

These records must be updated daily and must be open for inspection by Hauser or landowner's designated representative, if requested. Record keeping forms will be provided by Hauser Northwest.

Processor/Collector/Supervisor Code

The codes for processors, collectors and supervisors will be used in the database to track the origin of yew products. Collectors must ensure that the code is entered on each bag tag and trip ticket. All codes are two digit. All digits must be recorded.

The codes will be pre-assigned by Hauser for each individual or site.
The processor codes are as follows:

- 10 Cottage Grove, OR
- 30 Mossy Rock, WA
- 40 Orofino, ID
- 50 Noxon, MT

Purchase Orders

Collectors must have a purchase order for bark prior to collecting and delivering bark to the processor. The purchase order specifies the price and processor where it is to be delivered. All conditions specified on the purchase order must be met by the collector.

NO BARK WILL BE ACCEPTED BY ANY HAUSER PROCESSOR WITHOUT A PURCHASE ORDER, PERMIT, TRIP TICKETS, AND BAG TAGS.

Stumpage Payments

Collectors must record all payments made to agencies or private landowners for permits for bark collection. Collectors will be reimbursed for stumpage at a rate not to exceed 30¢ per pound. Reimbursement requests for stumpage payments shall be made prior to harvest. Hauser Northwest must receive a copy of the permit along with requests for stumpage reimbursement. Failure to provide copies of permits for reimbursement of stumpage fees within 60 days may result in non-payment.

Payment Procedures

Collectors will be paid for all bark collected and delivered to processor the week following delivery. Checks for the previous week's delivery will be mailed the following Monday.

Penalties will be assessed for incomplete trip tickets and bag tags or contaminated bark or for the delivery of material other than *Taxus brevifolia* bark.

General Peeling Guidelines

The following guidelines will apply in most cases. However, if the following guidelines contradict any of the specific requirements of your permit, the permit guidelines take precedence.

You must follow the specific guidelines in your permit. If you have questions, or are unsure of whether or not a guideline applies, please get clarification BEFORE peeling!

1. Peel trees 3 inches in diameter or greater at the cut.
2. Peel down to 2 inch diameter at the top and peel all limbs to 2 inch diameter.
3. Leave a 12 inch stump with bark intact, or follow landowner's guidelines.
4. Leave all suckers below the cut to better ensure the stump's chances of survival.
5. If it is necessary to buck felled trees, cut into 8 foot lengths or to multiples of 8 feet.
6. Do not leave hang-ups.
7. Follow landowner's requirements for protecting streams.
8. Trees that are scarred or have other physical features that prevent them from being peeled must be flagged with designated flagging and recorded on a sale area map to allow monitoring by the landowner.
9. Bark must be clean and free of moss, dirt, twigs, mold, etc. If bark is contaminated in any way, payment will be reduced.

Safety

You are responsible for seeing that your crews work safely and according to state and federal Occupational Safety and Health Administration regulations. Impress on your crews that **NO ACCIDENT IS ACCEPTABLE!** It is to your benefit and, obviously to their own benefit that no one be injured on the job. In case of emergency, contact the landowner or nearest Forest Service or BLM office and notify Hauser Northwest.

Operating Permits

In some states, you are required to obtain an operating permit prior to beginning operations on any ownership, if, during your operation, you will cut down standing trees on private lands or those administered by the state, Forest Service or BLM. It is your responsibility to know when you need operating permits and to have them in your possession prior to harvesting.

If you have questions about operating permits, call the state Department of Forestry, Department of ~~State~~ Lands or Department of Natural Resources office nearest you.

If you are operating without required permits, **GET THEM IMMEDIATELY!**

Fire Season

Fire season places special requirements on each of us. Please act with caution and common sense. **DO NOT** smoke in any harvest unit during fire season!

Chainsaw mufflers must be Forest Service approved. Check with Forest Service representatives for specifics of compliance.

Also, when working with a chain saw during fire season, you must have an approved shovel and fire extinguisher with you at all times. Check with the Forest Service, BLM, or state for specifications. Operate saws only during specified times during fire season.

Every vehicle used to travel to the woods during fire season must have a fire extinguisher and shovel mounted in a safe place. This shovel and fire extinguisher is in addition to the set to be kept with the chain saw.

It is your responsibility to be informed on fire regulations and to comply with fire requirements.

Camping

Camp only in designated spots. When on Forest Service land, you may be required to camp in areas designated as industrial camping sites. You must have a permit to camp in these areas and must comply with all permit requirements.

Illegal Harvest of Yew Products

All Hauser employees and contractors are expected to cooperate with agency, local, county and state law enforcement officials. If you suspect someone is collecting bark or other yew products without a permit, call the Hauser Northwest office at (503) 942-9655 and the appropriate law enforcement agency.

**HAUSER NORTHWEST HAS A ZERO TOLERANCE POLICY TOWARD
POACHING OR TRADE IN BARK OBTAINED ILLEGALLY.**

If you have information about illegal yew harvest, call 1-800-628-BARK.

700055

Working with the Media

NCI Director Dr. Samuel Broder calls taxol "The most important new drug to come along that has a practical potential for clinical application within the National Cancer program in 10 or 15 years." Because this is so, anything related to taxol production, including collection of bark, generates intense media interest.

It is possible that you will be contacted by representatives of the local or national media, or by independent writers and film makers. Your first impulse may be to avoid contact with media people, since most of us are naturally shy when confronted by reporters. Rather than avoid the media, or create antagonism by refusing to comment, please refer them to Hauser Northwest employees for comment.

All referrals should be made to Phil Hassrick at Hauser Northwest, (503) 942-9655 or Hauser Chemical Research, Inc. (303) 443-4662.

Estimation of Quantity

Following is a chart to aid in roughly estimating the quantity of bark from trees and limbs based on the height or length and diameter.

Diameter (inches)	Height or Length (feet)	Pounds (green weight)
3	8	2 - 5
4	8 - 16	4 - 8
6	16 - 24	8 - 14
8	16 - 24	14 - 25
10	16 - 24	30 - 40
12	16 - 24	30 - 50
14	24 - 32	40 - 60
16	24 - 32	50 - 80
18	32 - 40	70 - 100
20	40 - 48	80 - 120
24	40 - 48	100 - 140
28	48 - 56	100 - 160

Note: These are average poundages. Due to the shape and irregularity from one yew tree to another, there can be large differences in poundages.

Hausers Check List for Collector

Collector _____ Code _____
Address _____
Interviewer _____

DATE

Description of Material or Activity

1. Collector Interviewed:
2. Collector Packet received:
3. Collector qualifications questionnaire received:
4. Discuss list of requirements prior to start-up:
5. State and Local Business License received:
6. Proof of Workers Compensation Insurance received:
7. Performance Bond received:
8. Proof of FICA/Unemployment Insurance received:
9. Proof of Liability Insurance received:
10. Collector Supply Agreement Signed:
11. Hauser P.O. (effective for 1 month); date copy to H.N.W./C.G.:
12. Oregon State Forest practices/requirements met:
13. Oregon State & Federal fire requirements met:
14. OSHA requirements (Safety) met or exceeded:
15. Certified Weighing Scales received:

Comments: _____

700058

Collector Qualification Questionnaire and References

Name _____
Address _____
Phone Number _____

1. List Education and Background

Highschool _____
(name and address)
Completed: Yes _____ No _____
College(s) _____
(name & address)

(name & address)
Trade School
and Others _____
(name and address)

(name & address)

(name and address)

2. Employment, Experience Background

Employed by: _____
(name and address)
Length of Employment _____
Employed by _____
(name and address)
Length of Employment _____
Employed by _____
(name & address)
Length of Employment _____
Employed by _____
(name & address)
Length of Employment _____

3. Criminal Convictions (if any) Yes _____ No _____

Please explain: _____

THIS DOES NOT NECESSARILY BAR FROM COLLECTION POSITION.

4. Business References: (List name & phone)

collector.ref\kordon

700059

5. Personal References (List name and phone)

By signing and dating this questionnaire, I give Hauser Northwest, Inc. of 78120 Highway 99 South, Cottage Grove, Oregon, authorization to:

Contact references listed above

Obtain a credit report and release Hauser Northwest from any liability in obtaining such report

I certify with my signature that I have given true and complete information on this questionnaire.

(Signature)

(Date)

700060

AGREEMENT
(OREGON)

PARTIES:

HAUSER NORTHWEST, INC. (Hauser)
78120 Highway 99 South
Cottage Grove, OR 97424

_____ (Collector)

RECITALS:

A. Hauser seeks to obtain from the Collector an amount of yew bark specified in a purchase order to be furnished to the Collector. The Collector is designated by Hauser Northwest and must meet all requirements in the collector handbook as well as the conditions of this agreement.

AGREEMENTS:

1. PURCHASE ORDERS. Hauser shall issue to the Collector a purchase order specifying the amount and unit rate of the yew bark to be delivered by the Collector to Hauser. In addition, the purchase order may also set forth additional terms and conditions of the purchase.

2. LAWFUL HARVEST. The Collector must provide to Hauser proof satisfactory to Hauser and to the applicable landowner that any yew bark provided by the Collector to Hauser was lawfully removed from either public or private lands in accordance with a written permit. In the event that the Collector is unable to provide such satisfactory proof, Hauser may require that the Collector provide Hauser with proof of the Collector's identification, such as a photograph of the Collector and a description of the Collector's vehicle to be used in the harvesting of the yew bark. Such requirements may be imposed as a condition to the future purchase of additional yew bark by Hauser from the Collector.

3. LABOR AND EQUIPMENT. The Collector must provide all labor and equipment necessary to harvest and deliver the yew bark to Hauser at its location specified above.

4.METHODS AND HOURS. The Collector is free to determine the means and methods that will be used to harvest and deliver the yew bark to Hauser; provided that the Collector shall comply with all government and landowner requirements and guidelines including but not limited to determination of harvest sites, volumes and stump height. Copies of some of the relevant governmental and landowner requirements are attached to this agreement. In addition, the Collector shall provide proof satisfactory to Hauser and the applicable landowner that all government and landowner record keeping requirements have been met. The Collector is free to set their own hours and to perform services for others.

5.WORKERS' COMPENSATION. If the Collector intends to employ an individual, other than the Collector if the Collector is an individual, for the purpose of harvesting and delivering the yew bark to Hauser, the Collector agrees that it will provide current workers' compensation coverage on all of the individuals performing work for the Collector with the following exceptions:

a. If the Collector is a corporation, officers of the Collector, who are also directors and have a substantial ownership interest in Collector, need not be covered by workers' compensation coverage providing each such officer execute the indemnification provisions of this agreement.

b. If the Collector is a partnership or a sole proprietor, the partners or the individual who is the sole proprietor need not be covered by workers' compensation coverage, provided that they each execute the indemnification provisions of this contract.

6.PERFORMANCE BOND OR LETTER OF CREDIT. The Collector shall post a Performance Bond or Letter of Credit of acceptable grade to Hauser, in the amount of \$10,000. If Collector should fail to perform all of Collector's obligations under this contract, then Collector shall, at the option of Hauser, forfeit to Hauser all of said Performance Bond or Letter of Credit as liquidated damages, or an amount determined by Hauser to be equal to the damages incurred therefore; provided, however, if actual damages should exceed the amount of such bond then Hauser shall not be limited to such remedy.

7.LIABILITY INSURANCE. The Collector shall obtain and maintain during the term hereof:

a. liability insurance covering all motor vehicles exercising rights under this permit, with limits not less than \$100,000.00 for bodily injury and \$300,000.00 per incident, and \$100,000 for property damage. and

b. liability insurance covering all operations, other than motor vehicle operations ~~as set~~ forth above, in the exercise of rights under this contract or on lands in the vicinity of operations allowed under this contract, including contractually assumed liabilities and third party fire and property damage coverage, with limits not less than \$100,000.00 for bodily injury and \$300,000.00 per incident, and \$100,000 for property damage.

Such insurance shall be issued by an insurance company acceptable to Hauser, and shall include an endorsement requiring thirty (30) day's notice to Hauser prior to cancellation.

8. PROOF OF WORKERS' COMPENSATION COVERAGE AND PERFORMANCE BOND OR LETTER OF CREDIT AND LIABILITY INSURANCE. The Collector shall provide to Hauser proof of the Collector's compliance with paragraphs 5, 6 and 7 above. A list of all employees who will harvest and deliver yew bark to Hauser and proof of workers' compensation coverage shall be provided to Hauser prior to the beginning of any harvesting of yew bark to be sold to Hauser and prior to any purchase by Hauser of yew bark from the Collector. If the Collector intends to hire an employee after the beginning of harvesting, Collector must notify Hauser before that employee begins harvesting or delivering yew bark and Collector must provide Hauser with proof of workers' compensation coverage before that employee begins harvesting or delivering yew bark.

9. INDEPENDENT CONTRACTOR STATUS. The Collector is an independent contractor and beginning of the execution of this contract, is responsible for all payroll, unemployment compensation payments, payroll withholding, payroll taxes and all insurance premiums, including workers' compensation insurance, and all other performances required by applicable law from any federal or state agency for any individual providing services to the Collector for the purpose of harvesting or delivering yew bark to Hauser. Collector's EIN is _____. Neither the Collector nor any of the Collector's workers or officers are employees of Hauser. In addition, the Collector is responsible for obtaining all assumed business registrations or professional licenses required by law, and must file all applicable tax returns if the Collector performed services as an independent contractor in the year prior to, the year this contract is executed.

10. SUBCONTRACTS. The Collector may not subcontract any portion of its harvesting or delivery of yew bark to Hauser without the prior written consent of Hauser, to be given in Hauser's sole direction. If Hauser does so consent, Hauser may set any terms and conditions of such consent. Specifically, all workers' compensation obligations set forth herein shall be satisfied by the Collector's subcontractor and by all or such subcontractor's employees. Satisfactory proof of any required workers' compensation coverage under the terms of this agreement shall be provided by such subcontractor to Hauser prior to the commencement of any work by such subcontractor, and from time to time thereafter upon the request of Hauser.

11. HOLD HARMLESS. The Collector will indemnify and hold Hauser harmless from and against any and all claims or liabilities arising out of the Collector's performance hereunder.

12.DAMAGES OR INJURY. The Collector is responsible for any damage or injury to property or person resulting from the harvesting or delivery of yew bark to Hauser or an agent of Hauser.

13.LEGAL COMPLIANCE. The Collector, at the Collector's expense, shall promptly and completely observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements or any governmental body with respect to the harvesting and delivery of yew bark to Hauser.

14.LEGAL PROCEEDINGS. In case any legal proceeding is instituted in connection with any controversy arising out of this agreement or the enforcement of any rights hereunder, or this agreement is successfully asserted as a defense in any legal proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

HAUSER NORTHWEST, INC.

DATE By _____
Collector

DATE By _____

INDEMNIFICATION AGREEMENT

1. The Indemnitor executing this agreement, as indicated below, elect exclusion from coverage under the workers' compensation laws of this state. If the Collector is a corporation, each Indemnitor represents that he or she is an officer and director of the Collector and has a substantial ownership interest in the Collector. If the Collector is a partnership, each Indemnitor is a partner of the Collector, and if the Collector is a sole proprietorship, the Indemnitor is the sole proprietor of the Collector.

2. In consideration for Hauser agreeing to obtain yew bark from the Collector, the undersigned, and each of them, hereby waive any and all claims, demands or causes of action arising out of, or in connection with, injuries that any of the undersigned may suffer in connection with the harvesting and delivery of yew bark to Hauser, even though that injury may have been caused by the negligence of Hauser or of any of its officers and directors.

3. Should it be determined that the undersigned, or any of them, are subject workers under the workers' compensation laws, or that Hauser had any obligation to provide workers' compensation for the undersigned, the undersigned, and each of them, will indemnify and hold Hauser harmless from any contributions or payments made by Hauser under the workers' compensation laws or an a non complying employer.

4. The undersigned acknowledge that Hauser is able to pay a greater sum to the Collector for its supply of yew bark to Hauser because the Collector is an independent contractor rather than an employee of Hauser performing its services. For that reason, among other, Hauser has no obligation to provide workers' compensation coverage to the employees of the Collector, including the undersigned.

5. In case any legal proceeding is instituted in connection with any controversy arising out of this agreement or the enforcement of any rights hereunder, or this agreement is successfully asserted as a defense in any legal proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

INDEMNITOR

DATE By _____

DATE By _____

DATE By _____

APPENDIX F

**USDA FOREST SERVICE
EXAMPLE YEW HARVEST PERMIT AND INSPECTION REPORT**

700066

GIFFORD PINCHOT NATIONAL FOREST
RANDLE RANGER DISTRICT

ADMINISTRATIVE USE PERMIT - YEW HARVEST

Ref: 36 CFR 223.2(C), FSM 2463.02 - 5/3/92

Permit: #060305 07

Permission is
hereby granted:

Hauser Northwest, Inc.
Acting as an Agent for
Bristol Myers-Squibb
78120 Highway 99 South
Cottage Grove, OR 97424

Date Issued: 08-27-92
Termination Date: 9-30-92
Extended to:

Represented by:

DAN QUILLEN
Designated Agent's Representative
P.O. BOX 277
ELBE, WA 98330

& LARRY HARDING / JEFF JACOBS
Field Supervisor
699 MORTON ROAD
MORTON, WA 98356

Ph: 206-496-3377
Cell: 206-381-5188

Ph: 206-496-3377

THE PURPOSE for this transfer is to harvest and remove bark and other parts from Pacific yew (*Taxus brevifolia*) from the National Forest lands described below. The transfer of Pacific yew is provided for in THE COOPERATIVE AGREEMENT between BRISTOL-MYERS SQUIBB, CO., and USDA FOREST SERVICE, dated 6/19/91. This transfer is subject to all the terms and conditions of the Cooperative Agreement, all subsequent amendments, and the ANNUAL PACIFIC YEW PROGRAM PLAN and to the provisions attached hereto.

DESCRIPTION OF PACIFIC YEW (Specify product; estimated bark weight, number of posts or measure of other products. Identify means of designation. Include or refer to any special cutting or harvesting prescriptions.)

PACIFIC YEW BARK; 300 LBS. GREEN WEIGHT (APPROX.) LOCATED WITHIN UNITS DESIGNATED BY YELLOW FLAGGING AND BLACK/YELLOW SIGNS. THE TIMBER SALE AREA BOUNDARY IS THE PERMIT AREA BOUNDARY. ONLY DEAD MATERIAL IS TO BE HARVESTED.

UTILIZATION SPECIFICATIONS: Unless specified below, all stems with a large end or stump diameter of 3' or larger shall have all bark from stems and branches down to a 1 inch small end diameter removed from the Permit Area and delivered to the agreed upon Delivery Point.

DESCRIPTION OF LANDS FROM WHICH PACIFIC YEW WILL BE TAKEN (Include legal description of area. Include map of the location, name and extent of area(s).

UNITS 1, 2, AND 3 OF THE HEAD 5 SSTS TIMBER SALE, LOCATED WITHIN T13N, R7E, SECTION 24 AND T13N, R8E, SECTION 30, W.M. LEWIS COUNTY, WASHINGTON

Delivery Point: D & R ENTERPRISE 506 N. GOLD CENTRALIA, WA 98531

Haul Route by Road Numbers: 7409-080, 7409, 7400, S.R.7, HWY 12, 15

MELLON STREET, CENTRALIA, WASHINGTON

Pacific Yew Trip Ticket #: 11714, 11715

Vehicle Identification: 1991 GMC 3/4 TON PICKUP 27776-U / 1982 CHEV. SUBURBAN

LP#578-DMG

Both Forest Service and Permittee agree this product is acquired at a cost less than established fair market value. The word cost means face, par or market value, or price, either wholesale or retail, whichever is greater.

In consideration of such permission I agree to -

1. Harvest only such Pacific yew as is designated by a Forest Officer.
2. Remove no Pacific yew product until permission is given.
3. Conduct the harvesting and dispose of the refuse as directed by the Forest Officer.

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- 4 Comply with the TERMS and CONDITIONS listed in all provisions and other attachments to this permit.
- 5 Comply with all other regulations governing National Forests.
- 6 Conduct operations in a workmanlike and orderly manner, with a timely completion of any harvest area entered.

I understand and agree that cutting or taking any material under this Permit makes all the conditions binding. I further understand that the Code of Federal Regulations, Part 261, pertain to this Permit and that violations of this Permit may be prosecuted thereunder.

Accepted by: _____

Date: _____

Designated Agent/Representative

Approved by: _____

Date: _____

Authorized Forest Officer

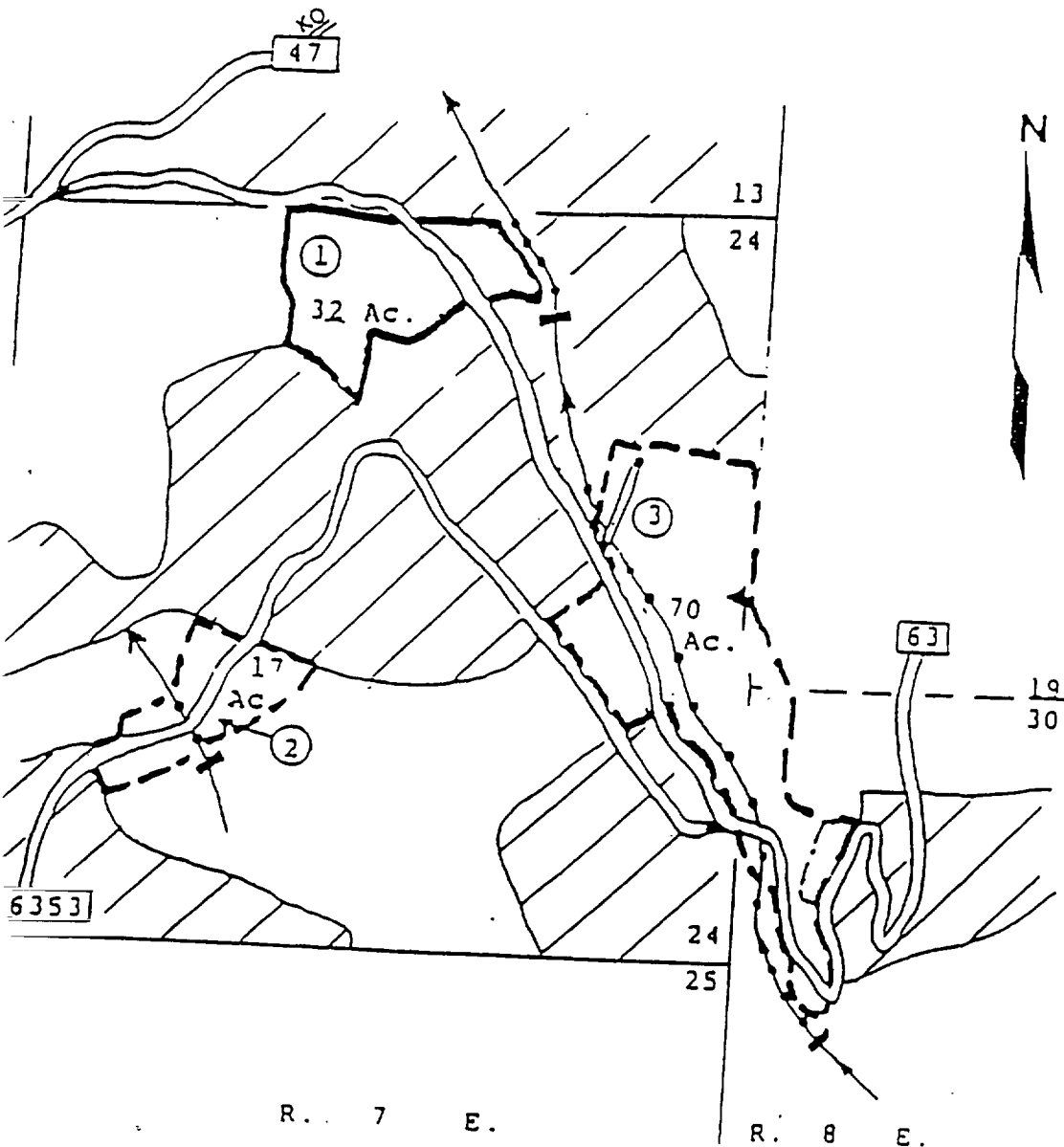
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PERMIT AREA MAP

PERMIT AREA : HEAD 5 SSTS

NATIONAL FOREST : GIFFORD PINCHOT

RANGER DISTRICT : RANDLE



P 5

2.

700069

Sheet 1 of 2.

SALE:

Head 5 Yew Permitt

PERMIT NO.

060305 07

PURCHASER:

H. A. C. 20.2

Northwest, Inc.

11714

11715

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STANDARD PROVISIONS
TO ADMINISTRATIVE USE PERMITS
TO BE APPLIED WHEN APPROPRIATE AS DETERMINED BY B-MS'S OPERATION
OUTLINED IN EACH TRANSFER PERMIT

STANDARD CONDITIONS [Items 8 thru 15 are Standard 2400-3 CONTRACT Provisions]

1. Transfer of Title - Title of all Pacific yew products included in this permit shall remain in the United States until it has been harvested; counted, measured or weighed; and leaves the National Forest.
2. Measuring of Products - Bark is to be field weighed prior to removal from the Permit Area using scales approved by the Forest Service; other products are to be counted, measured or tallied in a manner approved by the Forest Service prior to removal from permit area.
3. Authorization - Any individual, while harvesting, transporting or otherwise handling Pacific yew under the terms of this permit shall have a document in their possession authorizing them to do so; or be under the immediate supervision of an individual who possesses such an authorization, is delegated supervisory authority, and is present in the immediate area of the activity.
4. Pacific Yew Removal Receipts: Any individual harvesting, transporting or otherwise handling Pacific yew under the terms of this permit shall utilize the five part serially-numbered Pacific Yew Trip Ticket for the transportation and accounting of the yew harvested by this permit.

-Part E shall be used as a haul permit, shall contain a field measurement of the quantity removed and will be displayed at the back of the load.

--Part A shall contain a field measurement of the quantity removed and will be returned to the Forest Service office from which it was issued or deposited at a location designated by the Authorized Officer.

--Part B contain both the field measurement of the quantity removed and the certified measurement of the product as recorded into the inventory of the agent and will be returned to the Forest Service office from which it was issued.

--Parts C and D are agents' receipts for inventory management.

If and when the Pacific Yew Trip Ticket are not available, serially-numbered Forest Products Removal Receipts may be used.

The Forest Products Removal Receipts shall contain:

1. Product description (bark, bole, needles, etc.);
2. Quantity being removed, (bark by field weight, other products by a method of measurement approved by the Forest Service;
3. Unit of measure (pound, lineal foot, number, etc.)
4. Permit number;
5. Issuing Forest Service office;
6. Name and original signature of Field Supervisor.
7. Date and time of removal from Permit Area;
8. Haul vehicle description;
9. Haul vehicle license number;
10. Gross weight; and,
11. Name of Harvester.

5. Conduct of Operations - B-MS shall conduct all operations under this permit in a safe, workmanlike manner, and shall minimize soil erosion and damage to young growth or trees left standing, and take all reasonable precautions to prevent pollution of air, soil, and water.

Unless otherwise agreed to in writing, stumps height shall not exceed 16 inches or be less than 10 inches, and will have bark intact to promote sprouting.

Any stem or portion of tree which is to be utilized for bark that can meet the wood utilization storage standards of being eight feet in length to a small end diameter of 4 inches will not be bucked below the 4 inch top unless bucking can be done in multiples of eight feet or longer.

When specific methods of skidding or yarding are required, their location will be shown on a Permit Area map.

Where shown on a Permit Area Map, wheeled or track-mounted equipment is prohibited unless otherwise agreed to in writing.

Unless otherwise agreed to in writing, transportation of Pacific yew harvested under this permit will occur only on the haul route identified as described or shown on the Permit Area Map.

Unless otherwise agreed to in writing, harvesting and transporting of Pacific yew will be confined to daylight hours.

6. Harvest of Yew in Riparian Areas - Riparian Areas which are subject to this provision are shown on a Permit Area map. Unless otherwise noted on the Permit Area Map, harvest of yew will not take place within 75 feet (slope distance) from the average high water level of a perennial stream.

7. Use of Premises, Camps - Before any camp is set up on lands administered by USDA Forest Service, B-MS or their Agent shall obtain written permission through the District Ranger. A camp is interpreted to include a campsite or trailer parking area of any individual working on this permit for B-MS.

8. Conduct of Logging in Critical Multiple-Use Areas - In areas designated as "Modified Logging Area" on a Permit Area Map, the following measures are applicable unless other methods or requirements are agreed to in writing between B-MS and Forest Service.

(a) Nonspecified roads, skid roads and landings shall be located on the ground and approved by Forest Service prior to construction or the felling of adjacent timber.

(b) Felled or windthrown timber that must be disturbed in construction of roads, skid roads or landings shall be bucked prior to moving if necessary to minimize disturbance to forest values.

(c) Trees shall be felled and skidded in such a manner as to minimize disturbance to surrounding forest values.

(d) Limbs that may do damage to forest values shall be severed prior to loading.

(e) Use of tractors shall be restricted to skid roads and other approved cleared areas.

(f) Landing size will be held to a minimum.

(g) Skidding shall be away from existing roads, trails, water sources, streamcourses and occupancy areas.

9. Protection, Use and Maintenance of Improvements - B-MS, in all phases of harvest operations, shall protect, insofar as practicable, all land survey corners, telephone lines, ditches, fences and other improvements. If such improvements are damaged by B-MS's operations under this permit, B-MS shall restore them immediately to condition existing immediately prior to damage. All roads and trails designated by Forest Service as needed for fire protection or other purposes, shall at all times be kept free of logs, brush, and debris resulting from B-MS's operations. Roads or trails damaged shall promptly be restored by B-MS.

B-MS use of existing roads may be restricted when indicated on a Permit Area map.

10. Streamcourse Protection - Streamcourses which are subject to this Provision are shown on a Permit Area map. Unless otherwise agreed, the following measures shall be observed to protect streamcourses.

(a) Operations shall be conducted to prevent debris from entering streamcourse. In event B-MS operation causes debris to enter streamcourses in amount which may adversely affect the natural flow of the stream, water quality or fishery resource, B-MS shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to streamcourses.

(b) Culverts or bridges shall be required on temporary roads at all points where it is necessary to cross streamcourses with mechanized equipment. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in streamcourses except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

11. Landings, Roads, and Skid Trails - Landings, roads and skid trails to be used shall be agreed upon prior to their use; and improvements on existing facilities shall not exceed that needed for safe and efficient operations.

Slash, stumps or other debris resulting from improvement of facilities shall be treated or disposed of as slash unless agreed otherwise.

After landings have served B-MS's purpose, B-MS shall ditch or slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

After a temporary road or skid trail has served its purpose, B-MS shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

12. Protection of Cultural Resources Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by Forest Service. Forest Service may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

B-MS shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during B-MS's operations. In accordance with 36 CFR 296.14(c), B-MS shall bear costs of restoration, provided that such payment shall not relieve B-MS from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads, landings, tractor roads or skid trails approved under SP12.

Unless agreed otherwise, trees will not be felled into such areas. B-MS may be required to backblade skid trails and other ground disturbed by B-MS's operations within such areas in lieu of cross ditching required under SP10.

13. Use of Timber - This permit is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 (101 Stat. 714-726; 16 U.S.C. 620 et. seq.).

Except for species determined pursuant to public hearing to be surplus, unprocessed Pacific yew meeting the minimum specifications identified in Clause 14 below shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by B-MS or any person as defined in Section 493 (16 U.S.C. 620e) of the Act.

Timber in the following form will be considered unprocessed: (a) trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use; (b) lumber, construction timbers or cants, intended for remanufacturing, not meeting standards defined in Section 493 (16 U.S.C. 620e) of the Act; and (c) Aspen or other pulpwood bolts exceeding 100 inches in length.

Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

Prior to transfer, during the life of this permit, and for a period of 6 years from Termination Date, B-MS shall furnish to Forest Service upon request records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export, by B-MS or affiliates.

Prior to delivering unprocessed Included Timber to another party, B-MS shall require each buyer, exchangee, or recipient to execute an acceptable agreement, which shall: (1) identify the federal origin of the timber, (2) specify domestic processing for the timber involved, (3) require the execution of such agreements between the parties to any subsequent transactions involving said timber, (4) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable, and (5) otherwise comply with the requirements of Section 492 (16 U.S.C. 620d) of the Act.

No later than 10 days following the execution of any such agreement between B-MS and another party, B-MS shall furnish to Forest Service a copy of each such agreement. B-MS shall retain, for 6 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

For breach of this provision, Forest Service may terminate this permit and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this provision Forest Service will not be liable for any claim submitted by B-MS relating to the termination.

14. Product Identification - Unless Forest Service determines that circumstances warrant a written waiver or adjustment, (1) all Pacific yew logs that meet minimum standards of six (6) inches D.I.B. and 8 feet in length shall be hammer branded on both ends with an assigned brand, (2) all domestic processing products shall be painted on both ends with highway yellow paint. B-MS will furnish and apply highway yellow paint of a lasting quality (oil base or equivalent). Paint sticks are not acceptable. Each paint mark must cover an area equal to a 2-inch circle.

All log or trees shall be branded with the assigned permit brand before removal from permit area. Such brands shall be State registered brands. Painting domestic processing products shall be done before removal from permit area.

All hammer brands and/or yellow paint must remain on logs until they are domestically processed. B-MS may remanufacture such products into different log lengths subject to agreement with Forest Service on surveillance by Forest Service. Remanufactured products to be removed from the area of remanufacture to another facility must be rebranded with the assigned sale brand unless otherwise agreed to in writing by Forest Service. For such remanufactured products, Forest Service may approve use of a State registered brand to be used exclusively as a catch brand, in lieu of the assigned sale brand. B-MS shall pay all surveillance costs except that Forest Service may waive such payment if such costs are minor and part of normal surveillance activities.

FIRE PROTECTION AND SUPPRESSION

15. B-MS shall bear the cost of suppressing fires on permit area caused by B-MS's operations: provided, that for each fire caused without negligence, B-MS's maximum liability for suppression costs is \$300,000.00. For a fire caused or permitted to spread due to negligence or fault of B-MS's operations, including but not limited to smoking, warming fires, or failure to comply with the fire precautions and requirements herein; B-MS shall be responsible for the total cost of suppression and damages.

[Items 16 thru 25 are Standard Form R6-FS-6300-50 (5/89) Provisions]

16. Fire Period and Closed Season - Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

17. Fire Plan - Before starting any operations on the project, B-MS shall prepare a fire plan in cooperation with the Authorized Officer providing for the prevention and control of fires in the project area.

The permittee shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations or equipment change.

18. Substitute Measures - The Authorized Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

19. Emergency Measures - The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

20. Fire Control - B-MS shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by B-MS's operations, B-MS shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate B-MS for equipment rented, at fire fighting equipment rates common in the area or at prior agreed rates.

21. Compliance with State Forest Laws - Listing of specific fire precautionary measures herein is not intended to relieve B-MS in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

22. Fire Precautions - Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of B-MS. B-MS shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment, on Trucks, Tractors, etc.

All power-driven equipment operated by B-MS on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B, C and one "D" handled or long handled round point shovel, size "O" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size "O" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

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- (2) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.
- (3) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.
- (4) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

B-MS shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to B-MS, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL	INDUSTRIAL FIRE PRECAUTION
I.	Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.
II.	Partial Hootowl - The following may operate only between the hours of 8 P.M. and 1 P.M. local time: <ol style="list-style-type: none"> a. power saws, except at loading sites b. cable yarding c. blasting d. welding or cutting of metal
III.	Partial shutdown - The following shall be prohibited: <p><u>cable yarding</u> - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 P.M. and 1 P.M. local time when all blocks and moving lines are ten feet or more above the ground, excluding the line between the carriage and the choker.</p> <p><u>power saws</u> - except at loading sites and on tractor/skidder operations between the hours of 8 P.M. and 1 P.M. local time.</p>

In addition, the following are permitted between the hours of 8 P.M. and 1 P.M. local time:

- a. tractor/skidder operations
- b. mechanized loading and hauling
- c. blasting
- d. welding or cutting of metal
- e. any other spark-emitting operation not specifically mentioned

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

- Cable yarding systems: A yarding system employing cables and winches in a fixed position.
- Closed Season (Fire Precautionary Period): That season of the year when a fire hazard exists and as described in (1) the fire period and closed season.
- Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the project area shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.
- Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.
- Authorized Officer: The person executing the contract, permit or license on behalf of the Government and includes that persons designated representative, acting within the limits of their authority, or the duly appointed successor to the individuals.
- Tractor/Skidder Operations: A harvesting operation, or portion of a harvesting operation where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Advance written waiver of the above precautions may be issued by the Authorized Officer.

Such waiver, or substitute precautions will prescribe measures to be taken by B-MS to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. B-MS shall assure that all conditions of such waivers or substitute precautions are met.

B-MS shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 P.M., local time, are significantly different than original prediction, the Forest Service will inform B-MS when changes in restrictions or industrial precautions are made.

- B-MS shall furnish serviceable fire fighting tools in a portable fire tool box or compartment of sound construction with a hasp so arranged that the box can be secured or sealed. The box shall be marked "Fire Tools" in letters at least one-inch high. It shall contain a minimum of:

: or Pulaskis with a 32 inch handle.

: eye hoes. One Pulaski may be substituted for one adze eye hoe.

; handled, round point shovels, size "0" or larger.

ty - When the Industrial Fire Precautions Level is "I" or a waiver is granted, B-MS shall designate a person who shall supervise security services listed below on the project area and vicinity. This person shall be capable of operating B-MS's communications and equipment specified in the contract, excluding helicopters, and the activities of B-MS's personnel on forest fires. In lieu of the designated person perform the required supervisory duties, B-MS may designate a person meeting the qualifications stated above to direct the Contractor's personnel and equipment during all fire fighting

bed shall be for at least 1 hour from the time B-MS's equipment is shut down. For the purposes of this provision, personnel, equipment, and their vehicles, who are not engaged in cutting or clearing are excluded.

services shall consist of moving throughout the operation area or vicinity looking, reporting and taking suppression action on any fires. If possible, the designated person shall observe inaccessible helicopter operating areas from vantage points within or adjacent to the

Whenever the Industrial Fire Precaution Level is "II" or higher, a security person equipped with a long handled round point No. 0 shovel and a five gallon backpack pump can filled with water, will remain on site for one hour after blasting is done. Blasting may be performed by Forest Service in writing, in an area of high rate of spread and without control.

: be used for blasting. Explosive cords shall not be used without the permission of Forest Service, which may specify conditions under which explosives may be used, and precautions to be taken.

SPECIAL PROVISIONS
TO ADMINISTRATIVE USE PERMITS
TO BE APPLIED WHEN APPROPRIATE AS DETERMINED BY B-MS'S OPERATION
OUTLINED IN EACH TRANSFER PERMIT

(((Specifications based on Forest by Forest Inputs)))

S1. Erosion Control - B-MS shall (1) avoid operating equipment when soil conditions are such that excessive damage will result; (2) construct erosion control structures as needed to control erosion; (3) repair promptly any existing erosion control structures damaged by B-MS operations; (4) complete seasonal erosion control work prior to suspending operations, and (5) perform other soil erosion control work as may be required under this permit.

Prior to suspension of operations or seasonal periods of precipitation runoff, B-MS shall remove ruts from roads and construct cross ditches, water bars, water-spreading ditches on landings, roads, and skid trails where staked or otherwise marked on the ground by Forest Service.

Where soil has been disturbed or displaced by B-MS's operations and measures described above will not result in satisfactory erosion control, and/or soil or site protection, the following revegetative work shall be performed where staked or otherwise marked on the ground by Forest Service:

- a. Seed areas evenly with 20 pounds per acre of a live pure seed mixture Chewings Fescue, 25%; Creeping Red Fescue, 25%; Highland Bentgrass, 15%; Perennial Ryegrass, 25%; and White Dutch Clover (inoculated), 10% approved for such use by Forest Service. Seeding shall be done during the period March 1 to September 15
- b. Fertilize seeded areas no later than 10 days following seeding with 200 pounds per acre of Standard Commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

(((Specifications based on Forest by Forest Inputs)))

S. Tank Truck - B-MS shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing, and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with nozzle capable of discharging a straight stream of 1/4 inch diameter and a

CONTRACT INSPECTION REPORT

HAUSER REP: Jeff Schutte
DATE: June 18, 1993
LANDOWNER OR DISTRICT: Clackamas Ranger District
SALE NAME: Bouchie #32
PURCHASER: Hauser
COLLECTOR: Bill Fields
HARVEST SUPERVISOR: Bill Fields
CREW SIZE: 2
TOWNSHIP/RANGE/SECTION/QUARTER: Spur 6350

MATTERS DISCUSSED

I obtained a waiver from Jerry Hernandez, Clackamas Ranger District, stating that it was not necessary to brand or paint logs for hauling to Hauser. The only documentation needed would be a trip ticket.

I proceeded to the job site where Bill Fields obtained half of the material on the landing. On Friday, June 25th, Bill will clean up the rest of the yew material on Bouchie #32 plus the material on Schreiner #1. Bill will also pile the brush created from the yew wood on the landing.

After these two landings are complete, the Clackamas and Estacada Ranger Districts will be complete.

rep\bouchie.618\js

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Work Progress To Date		UNSATISFACTORY	NEED ATTENTION	SATISFACTORY
1. Compliance with operating schedule				
2. Utilization:				
a. Felling and bucking practices				
b. Damaged trees cut currently				
c. Designated material yarded and removed				
3. Logging:				
a. Snags or unmerch. trees felled				
b. Minimum damage to residual stand				
c. Orderly progression/completion on unit				
d. Erosion control measures done currently				
e. Attn. to wet weather operating				
f. Minimum damage to Forest soils				
g. Stream protection adequate and timely				
h. Skid trails/roads location approved				
i. Landing size and location approved				
k. Yarding/piling of unutilized material				
4. Roads and Maintenance:				
a. Spec. rds. constr. or recon. prior to haul				
b. Maintenance adequate and current				
c. Cleanup of logging slash/debris in road				
d. Surface rock replacement				
e. Dust abatement measures				
f. Snow plowing measures				
g. Temp. rds. approved for location/width				
5. Scaling and Log Accountability:				
a. Logs properly presented for scale				
b. Branding, painting, DP compliance				
c. Log removal permits being used				
d. Log trucks using approved haul routes				
6. General:				
a. Company supervision of operation				
b. Purchaser rep. readily available				
c. Public safety recognized				
d. Forest improvement protected				
7. Sanitation and Servicing:				
a. Trailer/camping sites approved				
b. Inorganic material removed from NF lands				
c. Purchaser improvement removed				
d. Pollution prevention (soils, air, water)				
8. Product Removal:				
a. Estimate of timber cut				
b. Average loads a day				
9. Fire Prevention and Presuppression:				
a. Forms R6-S110-16 completed/corr. action				
b. Safe fire plans being followed				
c. Fire trails constructed currently				
d. Hand/machine slash piling current				

Following are: comments on the performance, mutual agreements, approval(s), acceptance of work, or non compliance under the above timber sale contract.

Provisions Applicable	Comments
	INSPECTED 2000-4 UNITS # 50131 - 3th UNITS PER
	NR DUNE PERM COMPLETED & FOUND WITH SATISFACTORY
	1. James Stone Contract Logger Fire Viewpoint not 15
	currently, viewing and looking view (view) in UNIT #
	view (view) has been seen during this last unit.
	Contacted Houser N.W. this A.M. TFF WILL HAVE
	Dennis Smith pick up logs & deliver to Cottage Grove
	will issue new permit & hand out ADDITIONAL HAND
	TAGS

Approval as used herein relates to those work items which require Forest Service approval. It does not mean final approval under 86.35, Acceptance of work.

(1) Name and Signature (Forest Service)	(2) Title	Date
<i>[Signature]</i>	F.S.R.	5/19/93

I agree on behalf of Purchaser (delete if inapplicable) and I acknowledge receipt of this document.

(1) Name and Signature (Purchaser)	(2) Title	Date

Distribution (Delete those not used)
Purchaser, Operator, TSO, SO, File

700083

APPENDIX G

**THREATENED AND ENDANGERED SPECIES
THAT MAY BE AFFECTED BY PACIFIC YEW HARVEST**

700084.

**THREATENED AND ENDANGERED SPECIES
THAT MAY BE AFFECTED BY PACIFIC YEW HARVEST**

Threatened Species

Sacramento River Winter Chinook Salmon
(*Onchorynchus tshawytscha*)
Snake River fall Chinook salmon
(*Onchorynchus tshawytscha*)
Snake River spring/summer Chinook salmon
(*Onchorynchus tshawytscha*)
Northern bald eagle (*Haliaeetus leucocephalus*)
Northern spotted owl (*Strix occidentalis caurina*)
Marbled murrelet (*Brachyramphus marmoratus*)
Grizzly bear (*Ursus horribilis*)
Valley elderberry longhorn beetle
(*Desmocerus californicus dimorphus*)

Endangered Species

Snow River sockeye salmon
(*Onchorynchus nerka*)
Northern bald eagle (*Haliaeetus leucocephalus*)
American peregrine falcon
(*Falco peregrinus anatum*)
Columbian white-tailed deer
(*Odocoileus virginianus leucurus*)
Gray wolf (*Canis lupus*)
Woodland caribou (*Rangifer tarandus caribou*)

APPENDIX H

**PACIFIC YEW HARVEST WILDLIFE MITIGATION
ON ROGUE RIVER NATIONAL FOREST**

700086



United States
Department of
Agriculture

Forest
Service

Rogue River
National Forest

Butte Falls Ranger District
720 Laurel St P.O. Box 227
Butte Falls, OR 97522
(503) 865-3581

Reply to: 2600 Wildlife

Date: April 28, 1992

Subject: Proposed Yew Bark Harvest

To: Jerry Hellinga, ID Team

Harvest of Pacific yew (*Taxus brevifolia*) bark is proposed for fiscal year 1992 on the Butte Falls District. Pacific yew is valuable to many species of wildlife. Elk and deer often utilize yew bark and needles as a source of food. Thick patches of yew serve as excellent sources of thermal and hiding cover for deer and elk as well as bear. Ruffed Grouse utilize thick yew patches for drumming and breeding.

The proposed harvest area has been managed extensively for timber production. Most of the large overstory trees were removed 10-20 years ago. Pacific yew stands in the area are extensive and contain many large diameter trees that are an estimated 300-500 years in age. Some of these trees are found in large clumps and patches of 15-25 trees or more.

In order to preserve stand integrity and unique habitat characteristics associated with the yew groves or clumps, I recommend that patches of 10-15 trees be retained approximately every acre within the unit. Select specifically for patches with the largest yew trees that form dense canopies. Retention of small clumps and patches will retain valuable wildlife habitat throughout the proposed yew bark harvest area.

Scott G. Armentrout
District Biologist



700087